

Revocation of Power of Attorney With New Power of Attorney And Change of Correspondence Address

Docket Number

01440222PC

Address To
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Applicant Information

First Named Inventor	D. Jacobs, et al.		
Address			
City		State	
Country		Postal Code	
Title of Invention			
Multi-Point Tissue Tension Distribution Device, a Combined Orbital Rim Repair and Suspension Variation, and a Method of Tissue Approximation Using the Device			
Examiner Name	J. Woo	Art Unit	3773
Application No., if any	09/816,641	Confirmation No.	6872
Filing Date	March 22, 2001		

Power of Attorney

I hereby revoke all previous powers of attorney given in the application identified above.

I hereby appoint:

☒ Practitioners associated with the Customer Number: 30743

OR

☐ Practitioner(s) named below:

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Dated: 11/5/10

By: [Signature]

Revocation of Power of Attorney With New Power of Attorney And Change of Correspondence Address

Docket Number

01440222PC

Please change the correspondence address for the above-identified application to:

Customer Number 30743

-OR-

Name

Address

City

State

Country

Postal Code

Phone Number

E-mail Address

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) (Form PTO/SB/96) is submitted herewith or filed on _____

SIGNATURE of Applicant or Assignee of Record

Signature

Name

Title and Company

Title: ✓

Company: MicroAire Surgical Instruments LLC

Date

Telephone

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☒ *Total of _____ forms are submitted.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: D. Jacobs, et al.

Application No./Patent No.: 09/816,641

Filed/Issue Date: March 22, 2001

Titled: Multi-Point Tissue Tension Distribution Device, a Combined Orbital Rim Repair and Suspension Variaton, and a Method of Tissue Approximation Using the Device

Microaire Surgical Instruments LLC

, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title and interest in
(The extent (by percentage) of its ownership interest is _____ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: D. Jacobs; R.J. Elson; J.V. Paganelli To: Coapt Systems, Inc.

The document was recorded in the United States Patent and Trademark Office at
Reel 012568, Frame 0502, or for which a copy thereof is attached.

2. From: Coapt Systems, Inc. To: Coapt LLC

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: Coapt LLC To: Microaire Surgical Instruments LLC

The document was recorded in the United States Patent and Trademark Office at
Reel 025169, Frame 0707, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

✓ [Signature]

Signature

✓ 11/5/10

Date

✓ GEORGE SAIZ

Printed or Typed Name

✓ President

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

GENERAL ASSIGNMENT

This Assignment is made as of the 1st day of July, 2010, by Coapt Systems, Inc., a Delaware corporation, with offices at Embarcadero Road, Palo Alto CA 94303, hereinafter referred to as "Assignor", to Coapt (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Prior to the date hereof, Assignor shall have provided Assignee with a list of Assignor's creditors, equityholders and other parties in interest in the manner required under §1802 of the California Code of Civil Procedure Assignor agrees to execute such additional documents as shall be reasonably necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee hereby receives said property, is authorized to conduct said business, should it deem it proper, and shall use commercially reasonable efforts to sell and dispose of said property within a reasonable period of time from the date hereof upon such terms as it may see fit. Pursuant to § 1802 of the California Code of Civil Procedure, Assignee shall, within 30 days from the date hereof, give written notice of this Assignment to Assignor's creditors, equityholders, and other parties in interest and establish a date, not less than 150 days and not greater than 180 days after the date of the first giving of such written notice, by which creditors must file their claims to be eligible to share in the distribution of proceeds of the liquidation of Assignor's assets. Assignee shall pay to creditors of Assignor in accordance with the priority of payment provided for by applicable law, the net proceeds arising from the conducting of said business (if any) and sale and disposal of said property, after deducting all moneys which Assignee is required to pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including fees to Assignee as set forth in Section 2 below and fees to its attorneys. Assignee acknowledges that it owes fiduciary duties to the Assignor's creditors in connection with this Assignment.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property,

either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that, to its knowledge, no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies). Assignee acknowledges receipt of Assignor's list of its creditors, equityholders and other parties in interest in the manner required under § 1802 of the California Code of Civil Procedure.

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable, which has not otherwise been obtained on or prior to the date herof;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) to its knowledge, all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability to any person in connection with the affairs of this Assignment, except for its own grossly negligent actions and omissions or misconduct knowingly and intentionally committed in bad faith. No provision of this Assignment shall be construed to relieve the Assignee from liability for its own grossly negligent misconduct or misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken in good faith or suffered by it in accordance with the advice of such counsel, except for grossly negligent actions and omissions or misconduct knowingly and intentionally committed in bad faith.

(c) Unless permitted by law, persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

14. Governing Law. This Assignment and the Fee Letter shall be governed in all respects by the internal laws of the State of California as applied to agreements entered into among California residents to be performed entirely within California, without regard to principles of conflicts of law.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

Federal # 94-3361857

COAPT SYSTEMS, INC., a Delaware Corporation, Assignor

By: 
Its: President - CEO

Coapt (assignment for the benefit of creditors), LLC, a California limited liability company, Assignee

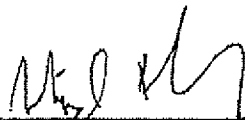
By: 
Its: mgc.

EXHIBIT B

Required Assets

Exhibit B

Without making any representation or warranty as to its rights, the assignability or transferability thereof, or to the recovery thereof from any third party, the Required Assets shall include Seller's rights, if any, and only to the extent transferable or assignable under applicable laws, the rights and obligations of Seller in and to the following. Buyer bears full responsibility and expenses of retrieving, removing and transferring the Required Assets, irrespective of the location of such assets.

Intellectual Property

Multipoint Fixation™ concept consisting of the ENDOTINE® and ULTRATINE™ product portfolios including, but not limited to the design drawings, process documentation, product tooling and related manufacturing and testing equipment, and any other assets, whether tangible or intangible, related to the intellectual property listed below.

Patent Assets

Please refer to the attached diagram.

Trademarks, Service Marks

Please refer to the attached list in addition to the following:

ENDOTINE®
COAPT®
ENDOTINE Forehead™
ULTRATINE™
ENDOTINE TransBleph™
ENDOTINE Midface ST™
ENDOTINE Midface B™
ENDOTINE Ribbon™
ENDOTINE Triple™
SurgiWire™
Multipoint Fixation™
MPT™

Domain Names

coaptsystems.com

Inventory

Finished Goods Inventory

Work-in-Process

Raw Materials

Fixed Assets

Furniture Located at 1820 Embarcadero Road, Palo Alto, CA

Molds and Tooling

Computers, Networking and Other Related Equipment at 1820 Embarcadero Road, Palo Alto, CA. However, it should be noted that the Konica Minolta bizhub C550 and Neopost Postage Machine are leased assets and not included in the portfolio of equipment sold to Buyer.

Other Assets

Account Receivables

Customer Lists

Manufacturing Equipment

Surgeon Training Laboratory and Related Equipment

Software (to the extent it can be transferrable to Buyer)

Office Supplies

Marketing Materials

Trade Show Booths and Other Presentation Materials

Packing Supplies

FDA 510(k)'s

Quality Management System Policies, Procedures and Other Related Documents

Design History Files

Regulatory / Registration Files

ISO / CE Certificates

BLUE = allowed or issued

GREEN = pending application

TISSUE FIXATION PATENTS991100

1. USP 6,645,226
ISSUED 11/11/03
 Tension Device
 Filed 5-19-00
 09/574,603
 -Jacobs
 110670376

991110**"Brow Lift"**

2. USP 6,485,503
ISSUED 11-16-02
 Filed 2-16-01
 09/788,118
 -Jacobs
 -Elson

CIP

Cont

"Serrated" 991120

6. USP 7,156,862
ISSUED 1/2/07
 Serrated & Hinged
 Filed 6-12-02
 -Jacobs
 -Elson
 -Paganelli

**"Tine/backing
Materials"**991101

7. USP 6,893,452
ISSUED 5-17-05
 Filed 5-6-02
 10/140,897
 -Jacobs

CIP

991130**"Orbital"**

3. 09/816,641
 Tether
 Filed 3-22-01
 -Jacobs, Elson,
 Paganelli
**Awaiting Appeal
 Results**

991113**"Chin Product"**

2. USP 7,510,566
ISSUED 3-31-09
 Filed 4-17-03
 10/418,541
 -Jacobs
 -Elson

National Foreign Apps combining Cases 1-4:

4A. 995101-Australia AU **ISSUED 9-28-06 (No. 2001264739)**
 4B. 995102-Brazil BR **PENDING**
 4C. 995103-Canada CA **ALLOWED**
 4D. 995104-Europe EP **ISSUED 1-14-09 (No. 1289431 B1)**
 (Germany: 601 37 419.3-08)
 4E. 995105-Israel IL **ISSUED 6-21-08 (No. 152817)**
 4F. 995107-Mexico MX **PENDING**

991140**"Mid Face"**

5. USP 7,172,615
ISSUED 2/6/07
 Adjustable Tether
 Filed 9-17-02
 -Jacobs, Elson,
 Morriss

991119 **"Endotine Forehead"**

15. US Des. Pat. 462,766
ISSUED 9-10-02
 Filed 2-16-01
 29/137,316
 -Jacobs
 -Elson

"Ribbon"

Leash & Ribbon
 -Jacobs, Elson,
 Davis, Morriss,
 Senatori, Lamps

National Foreign Apps:

5E. 995144-Brazil BR **PENDING**
 5F. 995145-Canada CA **ISSUED 11/17/09 (2559872)**
 5G. 995146-Europe EP **PENDING**
 5H. 995147-Korea KR **ISSUED 2/17/09 (0885341)**
 5I. 995148-China CH **PENDING**